BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICE:: BENGALURU-27.

Sub: SELECTION OF LICENSEE FOR GRANTING OF ADVERTISING RIGHTS FOR DISPLAYING QR CODE-BASED ADVERTISEMENTS ON PASSENGER SEATBACK SIDE OF THE BMTC BUSES.

TENDER NOTIFICATION No. 16/2026-27
(Through E –PROCUREMENT)

TERMS & CONDITIONS

This Tender is for Selection of Licensee for Granting of Advertising Rights for Displaying QR Code-Based Advertisements on Passenger Seatback side of the BMTC buses.	
1.	**Tender Notification & Mode of Submission of Tenders** a) The Tender/Bids shall be open and submitted through the e-procurement portal only. (http://kppp.karnataka.gov.in) b) Tenderers need to register with the e-procurement portal to submit their bids online. The tender document can be viewed free of cost from the e-procurement portal. c) Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in the e-portal. d) Each bidder shall submit only one tender / Bid for tender. e) The Bidder Should quote amount higher than ELF per month including GST. f) Corrigendum, modification, corrections if any will be published in the website only (e-portal). g) Deadline for submission of tenders / bids may be extended to give the prospective bidders reasonable time to take into consideration of the addendum. h) Tenders / Bids shall remain valid for a period of 90 days Months after the deadline date for tender submission. The Tenderer shall not withdraws or revise the Tender during this period. In case any Tenderer reviews or withdraws his tender during this period, the amount paid by the bidder (EMD/SECURITY DEPOSIT) shall be forfeited in addition to other remedies open to the Corporation in respect of the loss which may be caused due to such withdrawal.
2.	**Period of License** The contract period shall be **3 (three) years** from the effective date (extendable at the discretion of the Licensor).
3	**ELF:-** **a.** The bidder shall quote the amount on a per-bus, per-month basis. The quoted amount shall not be displayed on the E-Portal (Non-ECV). **b.** Display size will be 10 x 10 in centimeter. **c.** EMD amount of Rs.3,00,000/- (Three Lakhs Rupees only)
4	**Scope of Work**

A. Core Advertising Mandate

The Licensee shall be granted the exclusive right to display interactive QR Code-based advertisements only on the passenger seatback panels of BMTC buses. Physical specifications:

1. Display area per seat: Passenger seatback side – 10x10 cm. (or adjusted to fit the seatback; whichever is smaller)
2. QR Code quiet zone (clear margin): Minimum 4 cm on all sides
3. Material quality: UV-resistant, anti-scratch laminated vinyl or equivalent meeting IS/BIS standards for public transport interiors

B. Technology Platform Requirements

The Licensee shall design, deploy, operate and maintain a web-based interactive platform compliant with current 2025–26 market standards:

1. No-App Access: Content must open via a progressive web app (PWA) or mobile browser on both Android 10+ and iOS 15+ – no full application download required
2. Analytics Dashboard: Provide BMTC with a live read-only analytics dashboard covering: QR scan count & frequency; unique user sessions; content engagement duration; conversion events (clicks, redirections); geo-tagged scan data (anonymised)
3. Social Media Optimisation (SMO): Monitor mentions and campaign performance across social platforms using industry-standard tools
4. Third-Party Data Feeds: Architecture must support real-time data pull from authorised third-party servers
5. Uptime SLA: Platform availability of 99.5% per month; downtime beyond SLA threshold subject to proportional license fee credit
6. Security & Compliance: End-to-end HTTPS, OWASP Top-10 adherence, and full compliance with the Digital Personal Data Protection Act, 2023 (DPDP Act) and IT Act, 2000 as amended.
7. Government IT Policy: All servers, software, and data infrastructure must comply with Government of India's latest IT policy and MeitY cloud guidelines

C. Content Standards and BMTC Mandatories

1. For the 1st Year: Licensee shall create and maintain a minimum 30-second 2D/3D video in Kannada and English promoting BMTC's passenger welfare schemes and government programmes (BMTC approval required; content may be updated annually)
2. Kannada Language: All advertisements shall include a Kannada version, per Government of Karnataka guidelines/norms.
3. Content Approval: Licensee to obtain prior written approval from BMTC's designated authority for every advertisement campaign before going live
4. BMTC Priority Override: BMTC reserves the right to display public service messages/emergency information with immediate priority; no compensation payable to Licensee for such interruptions
5. Public Service Reservation: BMTC reserves up to 10% of aggregate display time for public interest messages at zero cost
6. Prohibited Content: Obscene, offensive, political, religious, defamatory, competitor-to-BMTC, or legally prohibited content is strictly banned; BMTC's decision is final
7. Copyright Management: Full responsibility for content licensing, copyright

clearance, and resolution of any IP or piracy disputes rests with the Licensee.

8. Content Response SLA: Queries not requiring BMTC inputs – within 24 hours; queries requiring BMTC consultation – within 2 working days

D. Operations and Reporting

1. Dedicated Point-of-Contact: Licensee shall station one officer/representative at a designated space (cabin/workstation) provided at BMTC Central Office for day-to-day coordination
2. Monthly MIS Report: Submitted by the 5th of each following month, containing: QR scan analytics; user engagement metrics; campaign-wise performance; anonymised audience data; copyright compliance declaration; uptime report; action taken on BMTC observations
3. Installation and De-installation: All material, manpower, tools and associated costs are solely the Licensee's responsibility; BMTC staff shall only assist in coordination upon written approval
4. Damage Liability: Any damage to bus interiors during installation, maintenance or removal shall be rectified by the Licensee at its own cost within 7 working days of intimation
5. Replacement SLA: Damaged, faded, or defaced QR panels to be replaced within 5 working days of notification by BMTC

5. **Eligibility Criteria:**

5.1 Financial Eligibility

1. The Bidder must be a registered firm / company / agency (sole proprietorship, partnership, LLP, or company under the Companies Act 2013)
2. Minimum Annual Turnover: INR 2 crore (Rupees Two Crore only) on advertising, media, or digital marketing services in any two of the last five financial years. (FY 2020-21 to FY 2024-25 CA-certified; Annexure-A format)
3. Valid GST Registration and PAN
4. The Bidder must not have been blacklisted or debarred by any Central/State Government entity or PSU in the 2 years preceding bid submission date
5. No contract terminated for non-performance or default in the 2 years preceding bid submission date (self-declaration; Annexure-B)

5.2 Technical Eligibility

1. Relevant experience in outdoor / transit / digital media advertising OR successful delivery of at least 1(One) year. (i.e., QR code-based, or interactive digital-OOH, or transit advertising)
2. Experience in web portal/PWA-based content delivery platforms is desirable and shall attract additional technical score
3. Experience with government / PSU / public transport bodies shall be given preference

6 **Documents to be Uploaded on e-Portal**

S.No	Document	Details
1	**Address Proof**	Registered office address proof

	2	**ID Proof**	Photo ID of authorised signatory (Aadhaar / Passport / Driving Licence)
	3	**GST Certificate**	Valid GSTIN registration certificate
	4	**PAN Card**	Permanent Account Number card of the entity/sole proprietorship
	5	**Income Tax Returns**	Last 1 years' ITR (acknowledgement copies)
	6	**Company Registration**	Certificate of Incorporation / Partnership Deed / LLP Agreement as applicable
	7	**Experience Certificates**	Client-issued certificates evidencing similar work (with value, scope and period)
	8	**Financial Turnover**	CA-certified turnover certificate (Annexure-A format)
	9	**Self-Declaration**	Non-blacklisting and Non-termination declaration duly notarised on non-judicial stamp paper (Annexure-B)
	10	**Bidder Details**	Filled Annexure-C on company letterhead
	11	**DPDP Compliance**	Brief note (max 2 pages) on data privacy architecture and DPDP Act 2023 compliance measures
	12	**Technology Note**	Platform/technology proposal (max 5 pages) describing the PWA/web portal, CMS, analytics and AR/MR capability

7 **Evaluation Criteria:**

1. The evaluation of bids will be carried out in a two-stage process comprising technical and financial evaluation.
2. In the first stage, the technical proposals submitted by the bidders will be assessed based on their relevant experience in advertising, particularly in transit or outdoor media, their financial strength as evidenced by turnover, their past performance and client feedback, and the quality and innovativeness of their proposed approach for implementing QR code-based advertisements.
3. Only those bidders, who achieve the minimum qualifying technical bids, as specified in the tender, will be considered for the next stage.
4. In the second stage, the financial bids of the technically qualified bidders will be opened and evaluated.
5. The bidder quoting the highest monthly license fee to the Corporation shall ordinarily be selected as the successful bidder under the highest bid (H1) method.
6. The decision of the Corporation in the evaluation of technical and financial bids shall be final and binding on all bidders.

8 **Mode of Selection**

a) The Tender invited is in a single Bid system
    a. Technical bid

	b) In the first Bid i.e., Technical bid, the bidder should upload the required documents. c) The tender shall be evaluated based on the Highest Quoted Rate (H1) for advertisement rights. d) The bidder should attach all the scanned certificates pertaining to eligibility criteria, qualification information documents in the E-Portal only. No physical documents shall be considered (scanned copies should be visible and should have clarity). NO documents shall be accepted in person manually. e) The Successful bidder shall produce all the original documents/certificates uploaded in e-portal at the time of tender opening of the tender and any documents other than uploaded in e-portal will not be accepted/ considered. f) The bidder shall have atleast 3 years of experience or executed atleast 02 similar project in any outdoor/media /transport advertising. g) The non-compliance of the conditions at Clause 6 (1 to 12) by the bidder, BMTC will be entitle to reject the tender and not be eligible for financial bid opening. h) The BMTC does not bind itself to accept highest offer or any other offer and reserves the right to reject or all offers without assigning any reasons thereof without being answerable to the bidder in any manner of whatsoever. BMTC also reserves the right to re-notify or to select any party without notification. i) The BMTC reserves the right to reject any or all bids without assigning any reason and without incurring any liability.
9	**General Clauses** 1. The Licensee shall comply with all applicable laws, rules, and regulations of the Government of India and the State Government, including those related to advertising standards, taxation, and public safety. 2. The rights granted under this tender are strictly limited to displaying approved QR code-based advertisements on the passenger seatback panels of buses, and no other rights shall be deemed to have been granted. 3. The Licensee shall not display any advertisement that is obscene, offensive, political, religious, defamatory, or otherwise prohibited under applicable laws or as per the Corporation's policies. 4. The Licensee shall be solely responsible for the design, printing, installation, operation, and maintenance of advertisement materials at its own cost and risk. 5. The Licensee shall ensure that all QR codes are functional, safe to scan, and do not redirect users to harmful, misleading, or unauthorized content. 6. The Licensee shall not sub-license, assign, or transfer the awarded rights to any third party without prior written approval of the Corporation. 7. The Licensee shall maintain the advertisement panels in good condition at all times and shall replace any damaged, faded, or defaced materials within the stipulated time prescribed by the Corporation. 8. The Licensee shall not cause any damage to bus interiors during

	installation or removal of advertisement materials. Any damage caused shall be rectified at the Licensee's cost. 9. The Corporation reserves the right to modify, reduce, or withdraw any portion of the advertising space without assigning any reason, subject to appropriate adjustments as deemed fit. 10. In case of non-compliance, poor maintenance, or violation of any terms, the Corporation may impose penalties, suspend operations, or terminate the agreement. 11. The Corporation reserves the right to inspect the advertisement sites at any time to ensure compliance with the terms and conditions of the agreement. 12. All business generation activities shall be handling by the licensee; no cost would be paid by BMTC or passengers to the Licensee for business generation. All necessary activities received to generate QR code will be done by the Licensee. 13. Any loss incurred during the execution of the project shall be borne solely by the Licensee. 14. All the necessary material, manpower for installation of QR code during execution shall be taken care by the Licensee, BMTC staff can only be used for reporting and co-ordination of QR code in buses after written approval of BMTC. 15. BMTC may reserve up to ___% space for public service messages. 16. The advertisements shall also be displayed in Kannada language the guidelines of Government of Karnataka. 17. During evaluation of tenders, the Licensor may, at its discretion, seek bonafide clarifications from the tenderer relating to the Tenders submitted by them including the details of price. The request for clarification and the response shall be in writing. The Licensor shall not offer or permit any change in the price or substance of Tender. 18. The BMTC shall have the right to interrupt display of advertisements by the licensee without any notice and BMTC information would have priority over the commercial advertisements. 19. No rebate or concession in the license fee under this license will be granted for any reason. 20. The licensee shall not project any advertisements for display beyond the date of expiry of the agreement. The licensee shall not assign the contract or directly or indirectly transfer the contract. 21. The Managing Director of BMTC, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof. 22. In case of any disputes or differences arising on the Terms and conditions of the tender or contract as the case may, the decision of the Managing Director, BMTC shall be final and binding on both the parties. 23. BMTC reserves the rights to increase or decrease the quantity/area up to 25% of the tendered quantity/area. 24. The Licensor reserves the right to inspect printing facilities at any stage.
10	Financial Liability and Indemnity **1. Financial Responsibility:**

	The Licensee shall be solely responsible for all costs, expenses, taxes, duties, levies, statutory payments, and operational expenditures arising out of the execution of the licensed advertising activity, including but not limited to installation, maintenance, manpower, connectivity, software licensing, hosting, insurance, and compliance obligations. **2. Indemnification:** The Licensee shall indemnify, defend, and hold harmless BMTC, its officers, employees, and representatives from and against any and all claims, losses, damages, penalties, liabilities, legal proceedings, costs, or expenses arising out of: • breach of contract by the Licensee; • violation of any applicable law, regulation, or government guideline; • infringement of intellectual property rights; • data privacy or cyber security breaches attributable to the Licensee; • publication of unauthorised, defamatory, misleading, or prohibited content; • Negligence, misconduct, or omission by the Licensee, its employees, vendors, or subcontractors. **3. Recovery of Dues:** BMTC shall have the right to recover any outstanding dues, penalties, damages, compensation amounts, or losses incurred due to the Licensee's actions or non-performance from: • security deposit/performance bank guarantee; • pending payments payable to the Licensee; • Any other lawful recovery mechanism available under applicable law. **4. Limitation of BMTC Liability:** BMTC shall not be liable for: • interruption of services caused by traffic conditions, operational changes, route modifications, depot transfers, strikes, force majeure events, law-and-order situations, or government directives; • Indirect, incidental, or consequential losses suffered by the Licensee including loss of business, revenue, goodwill, or advertising opportunity. **5. Insurance Requirement:** The Licensee shall maintain valid and adequate insurance coverage throughout the contract period at his own cost, including: • public liability insurance; • employee/workmen compensation insurance; • cyber-risk and data liability insurance; • Insurance covering accidental damage to BMTC property arising from Licensee operations. • Copies of valid insurance policies shall be furnished to BMTC upon notice.
11	**Damage Liability Clause** • **Liability for Damage to BMTC Property:** The Licensee shall be fully responsible for any physical damage caused to BMTC buses, interiors, fixtures, seatbacks, panels, electrical systems, depots, offices, or any other BMTC property during installation, operation, maintenance, replacement, or removal activities carried out by the Licensee or its representatives. • **Restoration Obligation:** Any such damage shall be repaired, restored, or replaced by the Licensee at its own cost to the satisfaction of BMTC within 7 working days from the

	date of written notification by BMTC. • **Failure to Rectify Damage:** If the Licensee fails to rectify the damage within the stipulated timeline, BMTC may undertake the repair/restoration work independently or through a third party, and the entire cost incurred along with applicable administrative charges shall be recoverable from the Licensee. • **Passenger Safety:** The Licensee shall ensure that no installation, QR panel, adhesive material, wiring, mounting mechanism, or associated equipment creates safety hazards, obstruction, discomfort, injury risk, or inconvenience to passengers or BMTC staff. • **Tampering and Vandalism**: Damage caused due to vandalism, tampering, or passenger misuse shall be promptly attended to by the Licensee within the prescribed replacement SLA, unless such damage is officially certified by BMTC as arising from extraordinary circumstances beyond the Licensee's reasonable control. • **Inspection Rights:** BMTC reserves the right to inspect installed materials and associated infrastructure at any time during the contract period and direct the Licensee to undertake corrective measures wherever required in the interest of passenger safety, aesthetics, operational efficiency, or regulatory compliance
12	**Fraudulent Activities and Misrepresentation Clause** • Prohibition of Fraudulent Activities: The Licensee shall not engage in, permit, or facilitate any fraudulent, deceptive, misleading, unlawful, or unethical activity in connection with the advertising platform, QR codes, digital campaigns, analytics reporting, user engagement metrics, or associated commercial operations. • False or Manipulated Analytics: Any artificial inflation, manipulation, fabrication, bot-generated traffic, fake scans, automated engagement, misleading campaign reporting, or tampering with analytics data shall constitute a material breach of contract. • Fraudulent Content and Redirection: The Licensee shall ensure that QR codes and linked digital content do not: • redirect users to malicious, phishing, misleading, unauthorised, or illegal websites; • collect user information through deceptive means; • impersonate government authorities, BMTC, or third parties; • Promote financial fraud, scams, gambling, illegal schemes, or prohibited commercial activities. • Immediate Suspension Rights: BMTC reserves the right to immediately suspend, block, remove, or disable any advertisement, QR code, campaign, or digital access link suspected to involve fraudulent activity, cyber security risk, legal non-compliance, or public harm, without prior notice and without compensation to the Licensee. • Reporting and Cooperation: The Licensee shall immediately notify BMTC upon becoming aware of any suspected fraud, unauthorised access, phishing attempt, data manipulation, or misuse of the platform and shall fully cooperate with

	BMTC, law enforcement agencies, CERT-In, or other competent authorities during investigation and remediation. • Financial and Legal Liability: The Licensee shall be solely liable for all financial losses, penalties, claims, reputational damage, compensation, legal proceedings, and regulatory actions arising out of fraudulent acts, misrepresentation, or wilful misconduct attributable to the Licensee, its employees, agents, vendors, advertisers, or subcontractors. • Termination for Fraud: Any confirmed instance of fraud, intentional misrepresentation, data falsification, illegal monetisation, or concealment of material facts by the Licensee shall entitle BMTC to terminate the agreement immediately, forfeit the Security Deposit/Performance Bank Guarantee, and initiate legal action as permissible under applicable law. • Blacklisting Provision: In cases involving serious fraud, criminal misconduct, repeated violations, or actions causing reputational or financial harm to BMTC or the Government, BMTC reserves the right to recommend blacklisting/debarment of the Licensee in accordance with applicable procurement and government regulations.
13	**Restriction on Payment-Linked QR Codes** • Prohibition on Payment Collection: The QR codes displayed under this agreement shall not be used for direct payment collection, money transfer, wallet loading, UPI payment acceptance, crypto currency transactions, financial solicitation, or any unauthorised financial transaction mechanism without prior written approval from BMTC and compliance with applicable laws and RBI regulations. • Exclusive Responsibility of Licensee: In the event any QR code, linked content, redirection, or associated platform enables or facilitates financial transactions, payment collection, fraud, phishing, unauthorised deductions, or monetary loss to users, the entire responsibility and liability shall rest solely with the Licensee. • No BMTC Liability: BMTC shall bear no responsibility or liability whatsoever for: • payment disputes; • failed transactions; • unauthorised debits; • phishing or cyber fraud; • user financial losses; • misuse of QR codes for monetary purposes; • Data theft or banking-related complaints arising from the Licensee's platform or linked content. **Mandatory Disclaimer:** The Licensee shall ensure that all QR-linked landing pages prominently display a disclaimer stating that: "This QR interaction is operated by the Licensee/advertiser and not by BMTC. Users are advised not to share banking credentials, OTPs, or sensitive financial information."
14	**1) Immediate Removal Rights:** BMTC reserves the right to immediately suspend or remove any QR code, advertisement, or campaign suspected of enabling unauthorised payment

	activity, financial solicitation, phishing, or fraudulent monetary transactions without prior notice or compensation to the Licensee. **2) Regulatory Compliance:** Where any approved transaction-related functionality is permitted by BMTC in writing, the Licensee shall independently ensure full compliance with: Reserve Bank of India (RBI) regulations; Digital Personal Data Protection Act, 2023; Information Technology Act, 2000; NPCI/UPI operational guidelines; and All applicable cyber security and payment-security standards. **3) Indemnity for Financial Claims:** The Licensee shall fully indemnify and hold harmless BMTC against any claims, complaints, compensation demands, legal proceedings, penalties, or reputational damage arising from payment-related misuse, cyber fraud, or financial misconduct associated with the QR platform or linked content.
15	**Annual Escalation:** There shall be annual escalation of 5% every calendar year w.e.f 1st of January every year over the license fee of the previous year. However, in the first year the escalation in the license fee shall be limited @ 0.5% per month for every completed month up to 31st December subject to maximum of 0.5% and subsequently in the same manner during the extension of this License agreement, if any.
16	**GESTATION PERIOD:** The selected licensee will be provided with (License fee-free) rent-free gestation period of 15 days from the effective date of agreement. The payment of License fee commences after completion of gestation period or the commencement of the business whichever is earlier.
17	**Security Deposit:** a) Security Deposit amount shall be 11 (Eleven) times of per month License Fee quoted by the Licensee. 06 time Security deposit to be paid in cash or online payment and remaining 5 times of Security deposit to be submitted in the form of Bank Guarantee. **b)** The Licensee can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru.
18	**Termination / Cancellation / Forfeiture of EMD-Security Deposit** c) The BMTC shall have the right to rescind the contract/license at the cost and risk of the Licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited. d) If the contract is terminated for the reasons of breach of terms and conditions such Licensee is not entitled to participate in any of the tenders of BMTC for the period of 02 years from the date of termination. e) If the Licensee terminates the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited. After completion of one year of license, the license can be terminated by the Licensee with prior notice of 3 months or by paying 3 months LF and SD will be refunded in this case.

	f) BMTC may, terminate the license by giving two months to prior notice or at any time in compliance with orders/directions of any competent authority to issue such direction to BMTC, in such cases, security deposit will be refunded after deducting dues, if any. g) If monthly payment is not made for consecutive 3 months from due date, BMTC may terminate the agreement forfeiting the security deposit remitted through DD and immediately remove/stop display of advertisements places on behalf of the licensee without any liability to any party.
19	The advertising contracts are accepted subject to the rules and regulations of the Corporation.
20	The Licensee shall be permitted to display only QR code based advertisements behind passenger seats in BMTC buses, subject to applicable laws and BMTC guidelines. The Licensee shall ensure that the QR code and the content accessible through it do not contain any material that is unlawful, obscene, indecent, offensive, immoral, or against public decency. BMTC's decision regarding the suitability of any QR code based advertisement or its linked content shall be final and binding on the Licensee.
21	The Licensee shall pay the cost for any kind of damage, if any caused by him or by his representative.
22	The BMTC reserves the right to modify tender terms & conditions /size of displays/ content of the advertisement any time during the stipulated time period of agreement.
23	The Licensee has to pay all the taxes that are applicable as stipulated by Government of Karnataka/Government of India or any other local bodies and also as and when amended/enhanced during the tenure/license period.
24	a. The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act. In case of consumer Forum case the liability will rest with the successful bidder. b. The licensee should indemnify the Licensor against any loss or damage to the schedule property and or also against any claims under any act in force made by the employees of the licensee or employees of BMTC or any other third party for each death, disablement, injury to the person or loss or damage to the property etc., due to reasons whatsoever arising of or in any way connected with the installation of equipments, construction of structures, maintenance and dismantling of equipments. Any sum paid by the Licensor by the way of compensation costs, charges or expenses in this connection shall be considered reasonable and shall be reimbursed by the licensee to the Licensor immediately on demand or the same shall stand to be deducted from the security deposit vested with the corporation.
25	The Licensee shall ensure that all QR code-based advertisements are of high quality, neat, and well-maintained, and contribute to the overall appearance, elegance, and ambience of BMTC buses.
26	The Licensee shall be responsible for all consequences arising on account of violation of laws, rules in connection with the contract by the bidder and his

	agents.
27	BMTC reserve the right to direct the bidder to remove any advertisement which is of obscene nature, indecent or prohibited by law, within the discretion of BMTC
28	Any individual or individuals signing the application forwarding the letter or other documents connected with this tender shall specifically mention that he is so signing in individual capacity as: a) A sole proprietor of the firm or his attorney. b) A registered active partner or its attorney. In the case of the firms registered under the Indian Partnership Act and Companies registered under the companies Act, the person signing the tender shall state the Authority under whom he is signing/acting on behalf of the Partnership Firm/Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entitled to the rejection of such tender. Such tenders shall be treated as invalid
29	**Penalty Framework** S.No | Violation | Penalty 1 | Display of unapproved advertisement | Rs. 10,000 per instance per day until removal 2 | Non-functional / broken QR code beyond 48 hours of notification | Rs. 2,000 per display per day 3 | Delayed MIS report submission | Rs. 5,000 per week of delay 4 | Breach of data privacy / DPDP Act obligations | As per statutory provisions + contract termination right 5 | Repeated violations (3 or more in a quarter) | Show-cause notice; potential blacklisting for 2 years
30	***Dispute Resolution System:*** In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties.
31	**Jurisdiction:** Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts

Sd/-
Chief Traffic Manager (Com)
(Tender Inviting Authority)

ANNEXURE-A Financial Capacity of the Tenderer

[To be submitted on the letterhead of the Tenderer]

Turnover in (INR Cr.)					
FY 2020-21	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	*** Average Annual Turnover from FY_____ and FY_____**

** Out of Five years, select two years from which the minimum annual turnover is INR _____ Crores or above.*

Instructions:

1. The Tenderer should provide details of its own Financial Capacity duly certified by its Statutory Auditor / Chartered Accountant.
2. Year 1 will be the latest completed financial year, preceding the last date for submission of Tender. Year 2 shall be the year immediately preceding Year 1 and so on. In case the last date for submission of Tenders falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Tender and furnish all its information and certification with reference to the five years preceding its latest financial year.
3. Along with the above format and information, the Tenderer for demonstrating the Financial Capacity as provided in Clause 5 (5.1) of the Tender should furnish the supporting documentary proofs along with the Certificate from Statutory Auditor / Chartered Accountant for Financial Capacity of the Tenderer in the following format.

Format for Certificate from Statutory Auditor/ Chartered Accountant for Financial Capacity of the Tenderer

[To be submitted on the Letterhead of the Statutory Auditor/ Chartered Accountant]

We have verified the relevant statutory and other records of M/s _____ [Name of the Tenderer], and certify that the Average Annual Turnover from FY_____and FY_____ in the last five completed financial Year is as follows:

Turnover in (INR Cr.)					
FY 2020-21	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	*** Average Annual Turnover from FY_____and FY_____**

This certificate is being issued to be produced before Chief Traffic Manager (Com), BMTC in response to the tender for Selection of Licensee for Granting of Advertising Rights for Displaying QR Code-Based Advertisements on Passenger Seatback side of the BMTC buses.

Place: **Seal and Signature of**
the Statutory Auditor/ Chartered Date: **Accountant**
clearly indicating his/her membership number

ANNERURE-B
Undertaking

[To be typed on the Tenderer Letter Head, duly signed & stamped]

Sub: Tender for Selection of Licensee for Granting of Advertising Rights for Displaying QR Code-Based Advertisements on Passenger Seatback side of the BMTC buses.

UNDERTAKING

I/ We_____ [mention the name of the Tenderer] do hereby confirm/agree the following points with reference to the above displaying Q.R.Code –Based advertisement, if the Letter of Allotment is provided to us.

I/We confirm and state that no statutory dues with respect to Q.R.Code –Based advertisement are recoverable from me/us by any Government agency or Autonomous Wrap or PSU or Semi Government organization of Central or State Government.

I/We do hereby undertake that I/We have not left any project incomplete and have also not surrendered any projects before the completion of period of the contract.

I /We further undertake to follow all the terms & conditions as mentioned in the tender document & also the terms & condition as mentioned in the KTPP Act and other laws for the time being in force.

I/We shall make available to the Licensor any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

I/We acknowledge the right of the Licensor to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/We declare that we have neither failed to perform on any contract not have been blacklisted or be under debarment/ nor been terminated from participating in a Tender, as evidenced by imposition of a penalty by any procurement.

I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt in according as defined in the Tender document, in respect of any tender or Tender Document issued by or any agreement entered into with the Licensor or any other public sector enterprise or any Government, Central or State

I/ We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may receive nor to invite the Tenderer(s) to Tender for the Services, without incurring any liability to the Tenderer(s).

I/ We believe that we satisfy the Eligibility Criteria and Qualification Criteria (Financial Liability) and meet the requirements as specified in the Tender Document.

I/ We certify that I/ We have not been blacklisted, not been debarred and not been terminated by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.
I/ We, the undersigned, offer to provide the above services in accordance with your Tender Document dated [Date], and our Proposal (Technical Tender and Financial Tender).

In the event of me/ us being declared as the Successful Tenderer, I/ We agree to enter into a License Agreement in accordance with the draft that has been provided by the Licensor. I/ We agree not to seek any changes in the aforesaid draft License Agreement and agree to abide by the same.

I / We also undertake not to display any Q.R.Code –Based advertisement which is objectionable in the eyes of law and which may attract objection from the public.

I/We have all valid registration/Licenses to conduct the Q.R.Code-Based Advertisement business from concerned authorities as per law or I/We shall get registered within 15 days from the date of issue of LOA, failing which the Client may cancel the LOA and forfeit our EMD amount [Kindly insert appropriately]

Yours Faithfully,

Date: (Signature of the Authorised Signatory)
Place: Name and seal of Tenderer

ANNEXURE C

Details of the Tenderer
[To be submitted on the letter head of the Tenderer]

1. Tenderer Details
   (a) Name:
   (b) Country of incorporation:
   (c) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (d) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
   (e) Date of incorporation and/or commencement of business:
2. Bank Details
   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code
3. Details of individual(s) who will serve as the point of contact/communication for the Licensor:
   (a) Name:
   (b) Designation:
   (c) Address:

(d) Telephone Number:

(e) E-Mail Address:

(f) Mobile:

4. Particulars of the Lead member Authorised Signatory of the Tenderer:
   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Telephone Number:

   (e) E-Mail Address:

   (f) Mobile:

Signature of Tenderer with Date and Official Seal

(Name and Designation)
Duly authorized to sign the Tender on behalf of
(Name & address of the Tenderer and Seal of the Company